

CITY PROPOSAL #7- HOUSEKEEPING

ARTICLE 1 PERIOD OF MEMORANDUM OF AGREEMENT

This Agreement shall become effective ~~December 11, 2007~~ [DATE] except where otherwise provided, and shall remain in effect through the ~~10th day of December 2009~~[DATE]. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

It is the mutual desire of the parties to conclude the meet and confer process as early as possible prior to the expiration of this Agreement. Therefore, it is agreed that the parties will exchange initial written proposals no later than the ~~first day of August immediately~~sixty days prior to the expiration of this agreement.

The parties shall then set the first meeting of the meet and confer process at their mutual convenience as soon thereafter as possible. At this first meeting the parties may establish a final date for submission of additional proposals.

ARTICLE 17 VACATION AND PERSONAL LEAVE

17.1 Vacation Accrual Rates. Each eligible full-time employee, ~~who has been employed as such for at least thirteen (13) bi-weekly pay periods, shall accrue a leave of absence with full pay for vacation purposes, pursuant to the provisions of Resolution No. 51872, or amendments thereto~~ granted vacation leave with pay in accordance with the following: ~~– An employee shall be entitled to accrue vacation leave in the amount specified below for each cycle of 26 full biweekly pay periods immediately preceding December 31st, or portion thereof, in each year of their employment as specified below:~~

17.1.2 An employee shall accrue vacation leave at a rate specified below for each hour worked in each year of employment as specified:

Years of Service	Hours of Vacation per 26 Pay Period Cycle
First 5 years	80 hours
6th year – 10th year	120 hours
11th year – 12th year	136 hours
13th year – 14th year	152 hours
15th year or more	168 hours

17.2 Carry-Over of Vacation Leave~~Vacation Accrual Limits.~~ ~~An employee may carry over to the next subsequent cycle of 26 biweekly pay periods, not more than 200 hours of unused vacation leave, together with any earned vacation leave which the employee is prevented from using in the former cycle, during which it is accrued, because of service-connected disability. An employee carrying over greater than the maximum allowable vacation hours shall have the excess amount deducted from the following year's accrual unless approved in advance by Employee Relations. This carryover process shall expire at the end of the 2007 payroll calendar year.~~

~~Effective the first pay period of payroll calendar year 2008, Employees shall not be allowed to accrue vacation in excess of two times their annual vacation accrual rate. Once the maximum accumulation~~

has occurred, vacation will cease to accrue until the employee's vacation balance has fallen under their maximum vacation accrual amount.

~~Effective the first pay period of payroll calendar year 2008, an employee who is already above two times their annual vacation accrual rate, will cease from accruing vacation until they have used enough vacation to bring them below their maximum accrual amount.~~

- 17.3 Reimbursement for Unearned Vacation Leave. If the employment of any full-time employee should cease and if the employee has taken more vacation leave than the employee had accrued at the time of termination of their employment, there shall be deducted from the employee's final pay, or the employee shall refund to the City such pay as the employee shall have received for vacation leave theretofore taken by the employee.

17.3.1 The provisions of Subsection 17.3 shall not apply to any full-time employee whose employment by the City is terminated by reason of their death, or their entry into active duty with any of the Armed Forces of the United States that is reasonably likely to exceed one (1) year in duration.

- 17.4 Payment for Unused Accrued Vacation Leave Upon Termination of Employment. If the employment by the City of any full-time employee should cease, the employee shall be given, at the time of such termination, full pay for any vacation leave which the employee may then have accrued.

- 17.5 Vacation Pay. ~~If, in the judgment of the City Manager or designee, it is desirable by reason of a shortage of staffing or increased volume of work, to permit any full-time employee to work for the City during the time ordinarily allocated to such employee for vacation purposes, the City Manager or designee may authorize such work. An employee who elects to perform such additional work shall be entitled to receive as additional compensation for such work an amount of money equal to their regular pay for such hours of work if such were not rendered during vacation leave, or, in lieu thereof, the employee may file an election in writing with the Office of Employee Relations to carry over such leave to the subsequent cycle of 26 biweekly pay periods.~~

- 17.6 Vacation Leave. Any and all leaves granted pursuant to this Article shall be granted at such time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, except no employee who is authorized to take a leave for vacation purposes shall be required to commence such leave at a time other than the beginning of a work week, unless the employee elects or consents to commence such leave at another and different time.

- 17.6.1 Subject to the above provisions, preference of vacation leave timing in any calendar year shall be determined as follows:

17.6.1.1 The work unit may determine the method for scheduling vacations, subject to departmental approval. Changes to an established department vacation scheduling policy are subject to ten (10) calendar days advance notice to the Union, in order to discuss the proposed changes or request to Meet-and-Confer, if applicable.

17.6.1.2 In the absence of an established department vacation scheduling policy, preference of vacation leave timing shall be given in order of seniority, except that pre-approved vacation shall be honored, subject to operational

requirements. For purposes of this section, seniority shall be determined first by length of time served in the department, and, then, by time served in the City.

17.7 Computation of Vacation Leave

17.7.1 For purposes of this Article, paid leave of absence from duty by reason of sick leave, holiday leave, vacation leave, disability leave, compensatory time-off, or any other paid leave, shall be deemed to be "time worked."

17.7.2 Prior periods of employment shall be credited to the employee for purposes of determining vacation eligibility provided that during each such prior employment period, the employee achieved permanent status. ~~An employee in an initial probationary status shall not be permitted to take a vacation during the first 13 pay periods of employment even though such employee may, upon satisfactory completion of the initial probationary period be entitled to additional vacation pursuant to the above.~~

17.8 Personal Leave. Each full time employee shall be entitled to a maximum of ~~sixteen~~ twenty-four (24) hours of Personal Leave per payroll calendar year. ~~Effective the first pay period of payroll calendar year 2008, each full-time employee shall be entitled to a total of twenty-four (24) hours per payroll calendar year.~~ Such leave may be scheduled in ~~one-half-hour~~ fifteen minute increments at any time, subject to approval of the supervisor. Personal Leave is not accrued. Any such leave not taken by the date of termination for employees terminating during the year, or by the end of the last pay period in the calendar year for other employees, shall not be paid out nor carried over to subsequent years.

17.8.1 Employees hired on or after July 1 of each payroll calendar year, shall be— entitled to only ~~eight~~ twelve (12) hours of personal leave in the first payroll calendar year of employment. ~~Effective the first pay period of payroll calendar year 2008, fulltime employees hired on or after July 1 of each payroll calendar year shall be entitled to only twelve (12) hours in the payroll calendar year in which they were hired.~~

5.9.2 The Tuition Reimbursement program will reimburse one-hundred percent (100%) of the examination fee for certifications and/or the renewal fee for certifications employees in the certified and uncertified Combination Building Inspector class and certified and uncertified Supervising Building Inspector classes issued by the International Conference of Building Officials ~~Code Council~~ (ICBOICC), the International Association of Electrical Inspectors (IAEI) or the International Association of Plumbing and Mechanical Officials (IAPMO). Reimbursement of the examination fee will be made only upon submission of proof to the Director of Human Resources of successful completion of the examination issued by ICBOICC, IAEI, IAPMO or other recognized agencies.